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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Hearing Date : 02/09/2022 10:00AM

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IN RE:

Case No. 21-13926 (SLM)

Shanae Lyles  
Debtor

Chapter 13

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**AFFIRMATION IN SUPPORT OF MOTION TO SELL PROPERTY**

To: Hon. Stacey L. Meisel, Bankruptcy Judge:

COMES NOW Shanae Lyles, the Debtor herein, who affirms under the penalties of perjury that I have knowledge of the following and state the same is true except for those matters stated "upon information and belief" and as to those matters, I believe them to be true.

1. This is an application pursuant to §363 of the Bankruptcy Code to sell a certain parcel of property of the estate, to wit: 233 Rhone Island Ave., East Orange, NJ 07018 (hereinafter "the property"). A true copy of the contract is attached hereto as Exhibit "A".

2. The Debtor filed a petition under Chapter 13 of the bankruptcy code on 5/12/2021, and pursuant thereto an automatic stay was imposed. The Debtor's Plan was confirmed by Order of this Court on 8/11/2021.

3. The Debtor received a job offer in Georgia and was required to move there. I accepted an offer to sell the property in the amount of \$109,000.00 which is the value determined by the only offer for the property in "as is" condition.

4. The sale sought by their motion is in the best interest of the estate and all parties. The sale represents full payment of all claims years sooner than contemplated by the confirmed plan.

5. There is an old mortgage of record concerning the property, to wit: Motion Federal Credit Union dated 3/24/2014 in the amount of \$116,000.00 by the prior owner Brian Lyles, who is the father of the Debtor. The old loan was subject to a law suit against Brian Lyles who was obligated to pay back the amount of the loan which he continues to pay. The Debtor is not obligated on the repayment or the Mortgage. Motion Federal Credit Union did not file a claim

in the Debtor's case. This motion seeks to sell free and clear of Motion Federal Credit Union lien while paying off 100% of all filed claims, (except claim #8 see below) closing costs, taxes and other incidental closing costs in full from the sales proceeds.

6. Claim #8 is for a 2015 Chrysler 200 financed at 22.9% interest. Pursuant to discussions I have had with the creditor, I have agreed to a voluntary repossession. Further, I have amended my plan to provide a surrender in satisfaction of Claim#8.

7. Claim #2 filed in the case by US Bank Cust for PC6 LLC Sterling in amount claimed \$71,448.24 is a tax lien certificate and will be paid in full along with all other filed claims.

8. Debtor proposes to and seeks Court approval to disperse the proceeds of the sale to the secured creditor and to the Law Office of Shmuel Klein will receive \$2000.00 from the sales proceeds for preparing the closing documents and deed and attending the closing. The Debtor will receive no consideration from their sale other than the federal statutory exemption . All other costs, transfer tax (if any) and recording fees, outstanding taxes and water liens shall be paid from the proceeds of the sale.

9. Debtor further moves that the property be sold free and clear of all liens and judgments of record and that the Debtor be authorized to transfer deed to the purchasers at closing. Closing has been tentatively set for February 28, 2022.

10. It is requested that the requirement of a memorandum of law be waived as there is no unique issue of law regarding this motion.

WHEREFORE, Debtor prays that their court make and enter its order: (1) finding that notice of an opportunity for the hearing upon their motion was appropriate in the particular circumstances of their case; (2) approving their motion and authorizing Debtor to sell and take such acts and to execute such documents as might be required to consummate the sale with the purchaser of free and clear of all liens and encumbrances; and (3) granting such other and further relief as the court deems appropriate.

Respectfully,

Dated: January 10, 2022  
Mahwah, NJ

\_\_\_\_\_/s/ Shanae Lyles  
Shanae Lyles , Debtor